

THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

NEXTGEAR CAPITAL, INC.,

Plaintiff,

v.

CNG AUTO GROUP, INC. d/b/a TOP
WHEELS; ELONTO R. HERNANDEZ COLON;
and JULISSA M. FUENTES RIVERA,

Defendants.

CIVIL NO. 15-1824 (JAG)

Breach of Contract,
Collection of Monies,
Repossession of Personal Property

FOURTH INFORMATIVE MOTION

TO THE HONORABLE COURT:

COMES NOW Plaintiff NextGear Capital, Inc. ("NextGear"), through the undersigned attorneys, and respectfully states as follows:

1. On October 24, 2014, Popular Auto, LLC ("Popular Auto") filed a Motion to Intervene (Docket No. 52).

2. Since then, NextGear and Popular Auto have been negotiating the terms of an agreement whereby Popular Auto would withdraw its intervention in this case.

3. Thus, NextGear preventively requested several extensions of time to respond to Docket No. 52 in case the parties ultimately failed to reach an agreement.

4. On December 5th, this Honorable Court granted NextGear a final extension until today. See Docket No. 59.

5. On December 13th, the parties believed to have reached a final agreement. However, innocent miscommunications caused a delay and have warranted further negotiations, which should be completed this week.

6. Popular Auto filed the Motion to Intervene, because it feared that NextGear would seek to repossess the 2012 Mercedes-Benz Sprinter (VIN WDWPE8CC9C5636749) to which it makes reference in Docket No. 52. Said vehicle, however, is one of the nine automobiles that NextGear was unable to repossess because they were not present at the Top Wheels dealership on the date of the replevin. As the undersigned explained to counsel for Popular Auto several weeks ago, and as the Court may glean from the Motion for Default Judgment (Docket No. 49), NextGear has no intention of repossessing the 2012 Mercedes-Benz Sprinter (VIN WDWPE8CC9C5636749).

7. Consequently, Popular Auto will soon withdraw its intervention (once it reaches a final agreement with NextGear, which should occur this week) and, in any case, Popular Auto would not be prejudiced by the entry of a default judgment.

WHEREFORE NextGear respectfully prays that the Honorable Court take note of the above.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 19th day of December, 2016.

McConnell Valdés LLC

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